

OK AS TO  
AMH 02-21-2024

**CERTIFICATE OF SANITARY SEWER AND DRAINAGE EASEMENT**

For valuable consideration, the receipt of which is hereby acknowledged by GRANTOR, GRANTOR hereby grants to the LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), its successors and assigns, a perpetual easement on, over, and under strips of land and spaces as defined and marked "Sanitary Sewer and Drainage Easement" on the plat attached hereto.

This grant is made on the following terms:

1. MSD has the right of ingress and egress over GRANTOR's property to and from the easement at all times for the purpose of constructing, operating, maintaining, repairing, and reconstructing sanitary sewers, drains, and related equipment, structures or materials, hereinafter referred to as appurtenances, under MSD's jurisdiction, control, and supervision.
2. Nothing shall be placed in, on, over, or under the sanitary sewer and drainage easement which will obstruct or interfere with the purposes of said easement.
3. MSD may authorize any public agency or others to carry out the purposes as set forth in Paragraph 1.
4. The GRANTOR covenants that they are (he/she is) lawfully seized of the property through which the sanitary sewer and drainage easement is granted and that they have (he/she has) full right and power to convey the same and said property is free from all encumbrances, except current taxes and restrictions and/or mortgages of record.
5. The GRANTOR acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by MSD of rights to subject GRANTOR and their (his/her) property to sewer rates, drainage fees, rentals, and other charges, including special assessments, as may be authorized by law.
6. MSD covenants that it will assume full responsibility for claims resulting from damage to any land improvement, or the environment within or outside the sanitary sewer and drainage easement granted herein, or to any land or improvements used for ingress and egress to such easement, caused by MSD during construction, operation, maintenance, repair or reconstruction of said sanitary sewers, drains, and appurtenance unless damage is caused by the placing of any structure within or outside the easement in violation of this certificate, in such case no liability will be assumed by MSD.
7. If shown, a temporary easement, as defined and marked "Temporary Construction Easement" on the plat attached hereto is hereby reserved for MSD's use as needed during original construction of said sanitary sewers, drains, and appurtenances. Such easement shall terminate and automatically revert to the property owners upon completion of the original construction.

IN TESTIMONY WHEREOF, witness the signature of the GRANTOR on this 22 day of February, 2024.

Jefferson County School District  
GRANTOR Finance Corporation  
[Signature]  
GRANTOR

**LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT  
700 WEST LIBERTY STREET  
LOUISVILLE, KENTUCKY 40203-1913**

Record No. \_\_\_\_\_

Parcel No. \_\_\_\_\_

COMMONWEALTH OF Kentucky

COUNTY OF Jefferson

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to me by Martin Pollio, who, being by me first duly sworn, declared that Martin Pollio signed the foregoing instrument as President of Jefferson County School District Finance Corp. by authority and direction of its Board of Directors, as a true and proper act and deed.

Witness my hand this 22 day of February, 2024.

My Commission expires: July 5, 2027

Sheresa Marie White  
NOTARY PUBLIC KYNP73511

This Instrument Prepared By:

\_\_\_\_\_  
Attorney at Law  
700 West Liberty Street  
Louisville, Kentucky 40203-1913

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METROPOLITAN SEWER DISTRICT  
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